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Deputy Executive Director, Operations

October 27, 2010

REQUEST FOR PROPOSALS (RFP)

Climate Initiatives Program

School and Youth Outreach

Letter of Invitation

Dear Consultant:

The Metropolitan Transportation Commission (MTC), in partnership with the Bay Area Air Quality Management District (BAAQMD), invites your firm to submit a proposal to assist MTC and BAAQMD in developing and implementing the Climate Initiatives School and Youth Outreach Program.

This letter, together with its enclosures, comprises the Request for Proposal (RFP) for the School and Youth Outreach Program. You may download a copy of the RFP from MTC's website at <http://www.mtc.ca.gov/jobs/>. Responses should be submitted in accordance with the instructions set forth in this RFP.

Proposal Due Date

Interested firms must submit one (1) original and six (6) copies, as well as one electronic PDF version, of their proposal by **4:00 pm, Tuesday, November 23, 2010**. ***Proposals received after that date and time will not be considered.*** Proposals shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.

MTC Point of Contact

Ursula Vogler will be MTC's Project Manager and point of contact for this contract. Proposals and all inquiries relating to this RFP shall be submitted to Ursula Vogler, Project Manager, at the address shown below. For telephone inquiries, call (510) 817-5785. E-mail inquiries may be directed to uvogler@mtc.ca.gov.

Ursula Vogler
Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

Consultant Qualifications

Proposals must demonstrate that the Consultant meets the following minimum qualifications to be eligible for consideration for this project.

- Project manager who has played a similar role on a minimum of three (3) projects in the last five (5) years prior to the date of this RFP substantially similar to the services requested by MTC; and
- Each project team member other than support staff has a minimum of two (2) years experience working on similar projects, with specific experience in school and youth education projects.

In addition to the minimum qualifications listed above, proposers will also be expected to demonstrate the following experience and expertise:

- Successful coordination of large-scale programs and/or projects; and
- Superior oral and written communications skills.

Disadvantaged Business Enterprise Participation

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Consultant's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC will establish Underutilized Disadvantaged Business Enterprise (UDBE) contract goals for federally-funded task orders issued under the contract entered into as a result of this RFP. The successful Consultant will be required to document their activities in the solicitation and selection of subconsultants on *Appendices F-3, F-4, and F-5*, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see Section VI.H of the RFP and *Appendix F*.

There are no DBE requirements at the present time for proposals submitted in response to this RFP.

Scope of Work, Budget and Schedule

A summary of anticipated work tasks for the project is provided in *Appendix A, Preliminary Scope of Work*, which includes tasks that illustrate the type of assistance that may be requested of the consultant. All work will be assigned pursuant to MTC-initiated task orders. Payment for

work performed under task orders may be deliverables-based or time and materials, as determined by the MTC Project Manager. A sample task order form is attached hereto as part of *Appendix F, Task Order Process*. Each Task Order awarded by MTC will include a specific scope of work based on the areas identified in *Appendix A, Preliminary Scope of Work*.

It is anticipated that a maximum of two million eight hundred fifty thousand dollars (\$2,850,000) is currently available for this effort. The project budget will depend on final agreed-upon scopes of work for approved task orders and is subject to approval of MTC's Administration Committee. Additional funding may be added to the project throughout the project term.

MTC expects the work to commence on or about February 1, 2011 and to be completed no later than June 30, 2015.

Proposers' Conference and Requests for Clarification or Exceptions

A proposers' conference will be held at 1:30 p.m. on Tuesday, November 9, 2010 at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in MTC Room 171 on the first floor.

Any addenda will be posted on MTC's website. All potential bidders are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by MTC no later than 4:00 p.m., Friday, November 12, 2010, to guarantee response or consideration.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in *Section V* of this RFP. MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC, based on the evaluation criteria in *Section V*.

Consultant Selection Timetable

1:30 p.m., Tuesday, November 9, 2010	Proposers' Conference at Joseph P. Bort MetroCenter 101 Eighth Street, Oakland, CA 94607 Conference Room 171 (First Floor)
4:00 p.m., Friday, November 12, 2010	Closing date/time for receipt of requests for clarification/exceptions
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFP provisions
4:00 pm, Tuesday, November 23, 2010	Closing date/time for receipt of proposals
Tuesday, December 7, 2010	Interviews/Discussions (if held)
Thursday, December 23, 2010	Date for receipt of Best and Final Offers (if required)
Wednesday, January 12, 2011	MTC Administration Committee Approval

General Conditions

MTC will not reimburse any Consultant for costs related to preparing and submitting a proposal.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt. (See *Section VI.G* of RFP).

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix E*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with the procedures in *Section VI.F* of the RFP.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix E-1*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix E-1*, Insurance Requirements, within five (5) days of MTC's notice to firm that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions above. If such objections are not brought to MTC's attention consistent with the

protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

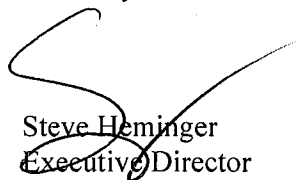
As this project is funded, in part, with FTA funds, the resulting contract will be subject to the federally required provisions included in *Appendix F - Department of Transportation Requirements*.

Authority to Commit MTC

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a Consultant to the MTC Administration Committee, which will commit MTC to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,



Steve Heminger
Executive Director

SH:UV

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REQUEST FOR PROPOSALS

to the

METROPOLITAN TRANSPORTATION COMMISSION

for

SCHOOL AND YOUTH OUTREACH PROGRAM

October 27, 2010

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. BACKGROUND AND PROJECT DESCRIPTION

A. Background

The Bay Area produces greenhouse gas (GHG) emissions at three times the world average, and the single largest source of these emissions — some 40 percent — comes from transportation. The California Global Warming Solutions Act (Assembly Bill 32), signed in 2006, mandates a reduction in GHG emissions from all sources to 1990 levels by the year 2020. Reducing emissions to this level means cutting approximately 30 percent from business-as-usual emissions projected by 2020, or about 15 percent from today's levels. Adding momentum to this effort is Senate Bill 375, 2008 legislation that mandates the California Air Resources Board work with regional agencies like MTC and the Association of Bay Area Governments (ABAG) to curb sprawl and reduce GHG emissions.

In December 2009, MTC programmed \$80 million to implement the Climate Initiatives Program, a multi-faceted program aimed at reducing transportation-related emissions and vehicle miles traveled (VMT), while also informing the region as to the most effective strategies to reduce emissions. The Climate Initiatives Program consists of four main elements: 1) public education/outreach; 2) Safe Routes to Schools (capital program and creative grants); 3) Innovative Grants; and 4) program evaluation. Components of two of these programs, public education and outreach and Safe Routes to Schools, focus on educating, inspiring and empowering youth and their families to make transportation-related behavior changes that reduce GHG emissions and VMT.

MTC, in partnership with the Bay Area Air Quality Management District (BAAQMD), seeks Consultant assistance to create the School and Youth Outreach Program for the Bay Area that will develop best practices from current efforts and initiate new efforts in order to develop an effective regional program. These objectives will be accomplished with input from ABAG and the Bay Conservation and Development Commission (BCDC), in addition to MTC and BAAQMD, under the auspices of the Joint Policy Committee (JPC).

B. Project Description and Objectives

In 1969, about half of all students walked or bicycled to school.¹ Today, however, fewer than 15 percent of all school trips are made by walking or bicycling and over half of all children arrive at school in private automobiles.² The consequences of this behavior on our children, on their health and on the environment are extensive. Educating youth and their families on the impacts that their transportation choices have, while also providing them with safe travel alternatives, will help to reverse this trend.

¹ Transportation Characteristics of School Children," Report No. 4, Nationwide Personal Transportation Study, Federal Highway Administration, Washington, DC, July 1972.

² Data from the 2001 National Household Travel Survey conducted by Federal Highway Administration were used as the source."

Currently, the San Francisco Bay Area is home to several school and youth programs that are focusing their efforts on educating students on the impacts of climate change, while also teaching new behaviors to reduce GHG emissions. One example of such a program, Safe Routes to Schools, has combined crucial infrastructure investments with communications programs in order to meet the program's objectives to decrease traffic and pollution, and increase the health of children and the community as a whole. These programs include extra-curricular activities that educate, inspire and mobilize youth on climate-related issues in order to encourage short- and long-term behavior change.

MTC, along with the BAAQMD, seek to develop and implement a regional program that inspires school-aged children and their families to make specific changes to their travel habits to reduce GHG emissions. This program will educate youth about the impacts that vehicle-related emissions have on the environment, encourage youth and their families to make travel choices that minimize GHG emissions when commuting to school or work or making trips close to home, and empower youth to educate their peers on the effects of GHGs from transportation sources. The selected Consultant or Consultant team will work with SR2S program sponsors to encourage the sharing of ideas and develop best practices. What we learn will inform the Regional School and Youth Outreach Program through a collaborative process with our partners.

The purpose of the Regional School and Youth Outreach Program is to:

- Reduce emissions of GHGs and criteria pollutants;
- Educate, inspire and empower youth and their families to make transportation-related behavior changes that reduce GHG emissions and VMT;
- Impart the knowledge and skills to youth and their families that will lead to the greatest reduction in GHG emissions in the long term; and
- Provide elements that empower the individual and remove barriers to behavior change.

The program will occur in two phases over four years. Phase I (approximately 18 months) will define the activities that will be used for the regional school and youth outreach program and result in the program scope, schedule and budget. Phase II (approximately 30 months) will be the implementation phase of the regional program.

In brief, the Preliminary Scope of Work includes, but is not limited to:

- Coordination of MTC SR2S grants program efforts in order to test program elements;
- Identification of strengths and weaknesses of various programs;
- Supporting the implementation of projects in identified communities;
- Providing technical support to sponsors of projects funded under the SR2S Creative Grants Program (see Appendix B) , while also providing support for work related to MTC's and BAAQMD's websites;
- Identifying new technology that would benefit the Regional School and Youth Outreach Program and/or 511 Regional Traveler Information System; and
- Developing and implementing the Regional School and Youth Outreach Program using the elements above.

II. PROPOSER MINIMUM QUALIFICATIONS AND REQUIREMENTS

Proposals must demonstrate that the Proposer meets the following minimum qualifications to be eligible for consideration for this project.

- Project manager who has played a similar role on a minimum of three (3) projects in the last five (5) years prior to the date of this RFP substantially similar to the services requested by MTC; and
- Each project team member other than support staff has a minimum of two (2) years experience working on similar projects, with specific experience in school and youth Outreach projects.

In addition to the minimum qualifications listed above, proposers will also be expected to demonstrate the following experience and expertise:

- Successful coordination of large-scale programs and/or projects; and
- Superior oral and written communications skills.

III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. Scope of Work

A summary of anticipated work tasks for the project is provided in *Appendix A, Preliminary Scope of Work*, which includes tasks that illustrate the type of assistance that MTC is requesting in this RFP. All work will be assigned pursuant to signed task orders. A sample task order form is attached hereto as part of *Appendix F, Task Order Process*. Each Task Order awarded by MTC will include a specific scope of work based on the areas identified in *Appendix A, Preliminary Scope of Work*.

B. Period of Performance

MTC expects the work to commence on or about February 1, 2011 and to be completed by June 30, 2015.

C. Budget

MTC has budgeted a maximum of two million eight hundred fifty thousand dollars (\$2,850,000) for this effort through fiscal year 2014-2015.

D. Personnel

Any change in key staff persons identified in the contract is subject to the approval of MTC. Removal by the Consultant of any key staff persons identified in the contract without written consent of the MTC Project Manager may be considered a material breach of contract.

IV. PROPOSAL FORM

Proposers must submit one (1) original and six (6) hard copies and one electronic copy in pdf format of their proposal to MTC, at the address listed on page 2 of the letter of invitation, by **4:00 pm, Tuesday, November 23, 2010**, to be considered. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposer's capabilities. Each proposal should include:

A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signator.

B. Title Page

Proposals must include a title page that includes the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, and the date.

C. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

D. Overview and Summary

This section should clearly convey the Consultant's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. It should include, but not be limited to, the following:

1. A discussion of the project's purpose;
2. A summary of proposed approach; and
3. The assumptions made in selecting the approach.

E. Preliminary Work Plan

This section should present a preliminary work plan for the tasks described in *Appendix A, Preliminary Scope of Work*. The proposed work plan should include the following:

1. Discuss how the Consultant will conduct the identified tasks, identify deliverables, and propose a preliminary schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project. The proposal may include additional tasks or sub-tasks the Consultant believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks and milestones.

2. Provide a preliminary staffing plan for each preliminary task. Provide an organization chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between MTC, Consultant staff, and subcontractors, if any.
3. Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
4. Identify and explain any potential obstacles (such as schedule creep, budget overruns, personnel management, feasibility, etc.) to successful completion of the *Appendix A, Preliminary Scope of Work*. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

F. Qualifications and References

1. Describe proposed team's qualifications specific to the requirements set forth in *Section II, Proposer Minimum Qualifications and Requirements*. Identify the personnel, including subcontractors' personnel, whose expertise or experience addresses each of the specified needs. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Preliminary Scope of Work attached as *Appendix A*.
2. Provide a succinct description (one page maximum) of any previous projects similar to the services requested, indicating the project title, duration, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this study. Include the name of the agency for whom the work was performed, year performed, name of the contact person and their telephone number.
3. Provide at least one sample of a written report or memo prepared by key members of the Consultant team, identifying the authors. Only one copy is required, and the sample will be returned after proposal evaluation, upon prompt request.
4. Provide a list of references (including references for subcontractors) and their contact information.
5. Provide a summary of all contracts your firm (including subcontractors) has held with MTC in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

G. Cost Proposal

For evaluation purposes, provide a full description and breakdown of the expected expenditures of funds for each task contained in *Appendix A, Preliminary Scope of Work*, consistent with the preliminary work and staffing plan submitted under Section IV, E above. The budget should include, but is not limited to, a task budget and a line item budget with billing rates.

1. The task budget should present a breakdown of hours and expenses by task and deliverable for the project. It should identify or refer to key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project.
2. The line item budget should present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The line item budget should be set forth on the *Cost and Price Analysis Form* attached hereto as *Appendix B* to this RFP. A line item budget should also be submitted for proposed sub-consultants with contracts estimated to exceed \$25,000. *Appendix B* is available in electronic spreadsheet format upon request.

H. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix D*).

I. Insurance Provisions Document

Submit a signed Insurance Provisions Document (*Appendix E-1*).

J. Federal Requirements

As this project is funded , in part, with Federal Highway Administration (FHWA) Congestion Management and Air Quality (CMAQ) Improvement Program funds, the resulting contract will be subject to the federally required provisions included in *Appendix F - Department of Transportation Requirements*, submit completed federal-required certifications related to lobbying, and debarment, and subcontractor information (*Appendices F-1, and F-2*).

V. PROPOSAL EVALUATION

A. Verification of Minimum Qualifications

The Project Manager will review proposals to ensure that each proposal meets the minimum qualifications set out in *Section II, Proposer Minimum Qualifications and Requirements* of this RFP. Proposers failing to meet the minimum qualifications will not be considered.

B. Review for General Responsiveness

The Project Manager, in consultation with the MTC Office of General Counsel, will then conduct an initial review of the proposals for general responsiveness. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in *Section IV, Form of Proposal*, may be considered complete and generally responsive, if evaluation in every criterion is possible.

C. Evaluation Criteria

Responsive proposals will then be evaluated by a panel of MTC and transit operator staff on the basis of the following evaluation factors, in order of relative importance:

1. Individual and team expertise and experience providing services that demonstrate the proposer possesses the qualifications needed to successfully carry out the project, as described in *Section II, Proposer Minimum Qualifications and Requirements*.
2. Approach to completing the project, including but not limited to: understanding of the need, requirements, and timeline for the Preliminary Scope of Work outlined in *Appendix A*; proposed approach to project tasks; project management plan (including resource allocation by task); quality control and quality assurances; insight on potential obstacles to Scope of Work completion; and approach to issue resolution.
3. Cost effectiveness, including hours and appropriateness of personnel assigned to each task; extent and sufficiency of commitment of key personnel; approach to and cost efficiency of required travel for non-local personnel; hourly rates; reasonableness of task budget.
4. Communication skills (as described in *Section II, Proposer Minimum Qualifications and Requirements*), based on proposal and interview, if held.

D. Proposer Discussions

Following the initial evaluation, the panel may elect to recommend award to a particular proposer (with or without interviews), or to enter into discussions with a “short list” of proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a proposer on the “short list” will be to identify to that proposer specific deficiencies and weaknesses in its proposal and to provide the proposer with the opportunity to identify possible approaches to alleviating or eliminating them. Discussions may take place through written correspondence and/or during face-to-face meetings. The proposer’s Project Manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A proposer on the “short list” invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

E. Request for Best and Final Offer

Following discussions, if held, proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

MTC reserves the right not to convene oral interviews or discussions, and to make an award on the basis of initial proposals. References may be contacted at any point in the evaluation process.

The panel will recommend a Consultant to the MTC Executive Director, based on their evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, forward the recommendation to the Administration Committee for approval.

MTC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.

VI. GENERAL CONDITIONS

A. Limitations

This RFP does not commit MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. MTC also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. Any award made will be to the Consultant whose proposal is most advantageous to MTC based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Consultant to contract with MTC according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to MTC.

D. Contract Arrangements

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix D*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with Section VI.F below.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D-1*, within five (5) days of MTC's notice that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance

requirements must be brought to MTC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

The resulting contract will be funded in part with federal funds. Federally required contract provisions are included in *Appendix F*.

E. Contractor Payment Provisions

All work will be assigned pursuant to signed, MTC initiated task orders. The task orders resulting from this RFP will be compensated on a time and materials or deliverables basis, as appropriate. The task order process and a sample task order form are attached hereto as part of *Appendix G*, Task Order Process, and *Appendix G-1*, Sample Task Order.

F. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions;
- 2) No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualifications, did not satisfy DBE requirements, or was found to be non-responsive; or
- 3) No later than three (3) working days after the date on which contract award is authorized by the Administration Committee or the date notified that it was not selected, whichever is later, for objections to Consultant selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum requirements, the evaluation record shall remain confidential until the MTC Administration Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director.

The Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor by MTC's Administration Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Administration Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Administration Committee's decision will be the final agency decision.

G. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the Administration Committee has authorized award.

H. Disadvantaged Business Enterprise (DBE) Requirement

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Consultant's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC will establish Underutilized Disadvantaged Business Enterprise (UDBE) contract goals for task orders issued under any contract entered into as a result of this RFP. The successful Consultant will be required to document their activities in the solicitation and selection of subconsultants on *Appendices F-3, F-4, and F-5*, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Appendix F*.

Appendices F-3, F-4, and F-5 are Caltrans-required forms. Upon issuance of a Task Order with a UDBE goal the successful Contractor ***must*** complete *Appendices F-3, F-4 and F-5* according to the instructions in their entirety. This applies even if a proposer is a UDBE/DBE.

1. TERMS AS USED IN THIS DOCUMENT:

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 - Black American
 - Asian-Pacific American
 - Native American

- Women

- The term “proposer” refers to firms submitting SOQs in response to this RFQ; the term “proposal” means the SOQ.
- The term “Contract.” also means Agreement.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O(1)) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer/Bidder-DBE (Consultant Contract)-Information” (Exhibit 10-O(2)) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION – GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer, not submitting as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - 3. The proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime contractor shall list only one subcontractor for each portion of work as defined in its proposal and all DBE subcontractors should be listed in the list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence

- Click on Certified DBE's (UCP) located on the first line in the center of the page
- Click on Click To Access DBE Query Form
- Searches can be performed by one or more criteria
- Follow instructions on the screen
- “Start Search,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form

C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

APPENDIX A, PRELIMINARY SCOPE OF WORK

MTC and BAAQMD seek a Consultant or Consultant team to develop and implement an outreach, encouragement and behavior change program that inspires school-aged children and their families to make specific changes to their travel behaviors to reduce greenhouse gas (GHG) emissions. The Regional School and Youth Outreach Program will educate youth about the impacts that vehicle-related emissions have on the environment, encourage youth and their families to make travel choices that minimize GHG emissions when commuting to school or work or making trips close to home, and empower youth to educate their peers on the effects of GHGs from transportation sources.

The program will occur in two phases over four years. Phase I (approximately 18 months) will establish the activities that will be used for the regional school and youth program and result in the scope and schedule for implementation. Phase II (approximately 30 months) will be the implementation phase of the regional program.

The services to be performed by the selected Consultant or Consultant team shall consist of those directed by MTC, in partnership with the BAAQMD, through signed task orders. Each signed task order will include a specific scope of work based on the areas identified below. The Consultant or Consultant team may be asked to complete tasks including, but not limited to, those described below.

Phase I

During Phase I (approximately 18 months), the selected Consultant or Consultant team will work with the Safe Routes to School (SR2S) Creative Grant Program recipients, SR2S County Programs and industry experts to identify specific elements to include in the regional school and youth outreach program. This will be accomplished by monitoring efforts initiated by SR2S Creative Grant Program recipients (grants summary outlined in Appendix B), identifying geographic and program gaps and identifying potential new efforts. Tasks will include, but are not limited to:

Task 1: Coordinate School and Youth Outreach Working Group

Create a structure for ongoing communication with SR2S Creative Grant Program recipients (for specific grant programs, see Appendix B), SR2S County Programs and other industry experts in order to encourage the cross-pollination of ideas and develop best practices to be used in development of a regional program. This task will continue through Phase II. Subtasks will include, but not be limited to:

- Identify members of a Technical Advisory Committee (TAC), which should include SR2S Creative Grant Program recipients, SR2S County Program representatives and industry experts, in order to create a forum for ongoing communication; and
- Coordinate regular meetings with the TAC in order to share information and coordinate efforts.

Task 2: Create Work Plan for Phase I

Working with TAC members, create a work plan for Phase I of the program (approximately 18 months). The work plan will develop an overall strategy for Phase I that will include identification of geographic gaps and programmatic gaps, an implementation schedule for select elements that are currently not being implemented in the Bay Area, and a recommendation of elements to be included in the regional program.

Deliverable 3a: Draft Work Plan

Deliverable 3b: Final Work Plan

Task 3: Perform Technical Support and Coordination with MTC and BAAQMD Websites

Safe Routes to School (SR2S) Creative Grant Program recipients are currently or will soon begin developing transportation-related information technologies. Consultant or Consultant team will work with Safe Routes to School Creative Grant Program recipients to provide technical support, as needed, and provide coordination of technical interface(s) with MTC's Websites (e.g., MTC, 511, etc.), as appropriate. Consultant will identify and develop new information technology tools or services that would benefit the regional school and youth outreach program. This task will continue through Phase II. At a minimum, Subtasks will include:

- Consult with SR2S Creative Grant Program recipients on development of new technologies, provide feedback to MTC on grant progress and recommend projects in need of technical support;
- Work with SR2S Creative Grant Program recipients to provide technical support, as needed;
- Assist SR2S Creative Grant Program recipients to replicate successful technology applications already available;
- Identify technology gaps and develop new technology programs or services, as needed; and
- Keep MTC, BAAQMD and Safe Routes to School Creative Grant Program recipients informed of the latest technological trends so that they can be incorporated in the development of programs/services.

Task 4: Test Selected New Elements

Implement select elements that are not yet being implemented in the Bay Area in order to test them for potential inclusion in the regional program. These elements will include, but are not limited to:

- Promotion of existing or new technology tools: Promote technology tools (e.g., 511 School Pool, trip tracker) that will target both youth and their parents. The tools will be a component of the 511 Regional Traveler Information System and will be promoted to schools regionwide. The Consultant will work with Bay Area schools to promote the tools and encourage usage.
- Youth Ambassador Program: Implement a youth ambassador program in a few select locations that will educate and empower hundreds of students to become climate leaders who promote alternate transportation in their schools. This program will include efforts that will promote leadership and emphasize behavior change.

- Transportation-related displays and traveling exhibits: Create a program to encourage youth to visit transportation-related climate displays/exhibit(s) that are already available in the Bay Area.

Task 5: Recommend Specific Elements for the Regional Program

Identify strengths and weaknesses of existing school and youth outreach efforts in order to recommend specific projects for inclusion in the Regional School and Youth Outreach Program. Subtasks will include, but not be limited to:

- Work with SR2S and industry experts and the Climate Initiatives Program's evaluation consultant to identify strengths and weaknesses of various programs; and
- Create a list of recommended programs for inclusion in the Regional Program to be implemented in Phase II.

Task 6: Develop Scope, Schedule and Budget for Program Implementation

Using elements listed above, Consultant or Consultant team will develop the scope, schedule and budget for a regional program based on best practices from the region, as well nationally and internationally.

Deliverable 6a: Draft Program Work Scope, Schedule and Budget

Deliverable 6b: Final Program Work Scope, Schedule and Budget

Task 7: Other Services Related to the Regional School and Youth Outreach Program

This task may include other project management and/or technical assistance related to the School and Youth Outreach Program to be determined by MTC at a future date.

Phase II

Task 1: Implement the Regional School and Youth Outreach Program

Following approval of Phase I, Task 6, by the MTC Project Manager, Consultant or Consultant Team will work with SR2S and industry experts to implement the regional program created in Phase I. Subtasks will include, but not be limited to:

- Implement the Regional School and Youth Outreach Program, that achieves geographic and economic equity;
- Continue SR2S program coordination during implementation phase; and
- Work with Climate Initiatives Program's evaluation consultant to evaluate the Regional School and Youth Outreach Program.

Deliverable 1a: Draft Program Report

Deliverable 1b: Final Program Report

Task 2: Other Services Related to the Regional School and Youth Outreach Program

This task may include other project management and/or technical assistance related to the Regional School and Youth Outreach Program to be determined by MTC at a future date.

APPENDIX B
SAFE ROUTES TO SCHOOLS CREATIVE GRANTS
Summary Grant Information

Lead Agency	Project Title	General Concept	Project Components
Alameda County Transportation Commission	The Bike Mobile: A Bike Repair and Encouragement Vehicle	Repair bikes at school site in order to remove barriers for children to bike to school. Education and encouragement through incentives to walk and bicycle to school. Safety component included.	Mobile truck promoting walking/biking to school, recreation centers, and community events; provide bicycle repairs and repair education making bicycles functional for use. Visit 200-275 sites per year, repeating visit to schools to provide maintenance and encourage use.
Transportation Authority of Marin	Green Ways to School Through Social Networking	Use of technology and incentives to encourage ridesharing, walking and bicycling to schools.	Program will target middle-high school students through technical social marketing/web interface, behavior tracking, incentives and creative networks (e.g., Facebook, etc.).
Alameda County Waste Management Authority	Bay Area School Transportation Collaborative: A regional effort to engage students and teachers in climate action	Test a variety of tactics, including: curriculum framework/database to organize climate curriculum for teachers, classroom activities and competitions aimed at changing school trip modes and trip tracking.	Development of a curriculum framework/database for teachers, web-based interface and tracking, competition with other schools/classrooms; create and implement trip tracker, classroom competitions, etc.
Solano Transportation Authority	Safe Routes to School (SR2S) Education and Encouragement School Route Map	Production of maps to encourage walking and biking; maps outline safest routes to schools.	GIS generated route maps to school, accompanying marketing and education program to encourage "walking and biking busses," create manual for other areas to produce similar maps.

For more information, go to:

http://apps.mtc.ca.gov/meeting_packet_documents/agenda_1558/3a_tmp-3925.pdf

APPENDIX C - COST AND PRICE ANALYSIS FORM

COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS				
This form is to be used in lieu of FAA Form 3515 as provided under FAPR 2-16.260-2, it will be executed and submitted with proposals in response to "Requests for Proposals," for procurement of research and development services. If your cost accounting system does not permit analysis of costs as required, contact the purchasing office for further instructions.			PURCHASE REQUEST NUMBER	
NAME AND ADDRESS OF OFFERER		TITLE OF PROJECT		
DETAIL DESCRIPTION		ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST (Dollars)
1. DIRECT LABOR(Specify)				
TOTAL DIRECT LABOR				
2. BURDEN (Overhead-specify) Dept. or Cost Center		Burden Rate	X BASE	BURDEN (\$)
TOTAL BURDEN				
3. DIRECT MATERIAL				
TOTAL MATERIAL				
4. SPECIAL TESTING (Including field work at Government installations)				
TOTAL SPECIAL TESTING				
5. SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse				
6. TRAVEL (If direct charge)				
a. TRANSPORTATION				
b. PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				
7. CONSULTANTS (Identify - purpose - rate)				
TOTAL CONSULTANTS				
8. SUBCONTRACTORS (Specify in Exhibit A on reverse)				
9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)				
10. TOTAL DIRECT COST AND BURDEN				
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)				
12. TOTAL ESTIMATED COST				
13. FIXED FEE OR PROFIT (State basis for amount in proposal)				
14. TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT				

15. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION				
A. GOVERNMENT AUDIT PERFORMED		DATE OF AUDIT	ACCOUNTING PERIOD COVERED	
B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT		C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? () NO () YES (IF YES, NAME AGENCY NEGOTIATING RATES)		
D. (If no Government rates have been established, furnish the following information)				
DEPARTMENT OR COST CENTER	RATE	TOTAL INDIRECT EXPENSE POOL	BASE FOR TOTAL	
16. EXHIBIT A - SUBCONTRACT COSTS (If more space needed, use blank sheets, identify item number)				
NAME AND ADDRESS OF SUBCONTRACTOR(S)	SUBCONTRACTED WORK	SUBCONTRACT		
		TYPE	AMOUNT	
TOTAL				
17. EXHIBIT B - OTHER DIRECT COSTS (If more space needed, use blank sheets, identify item number)				
TOTAL				
CERTIFICATE				
<p>The labor rates and the overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (a) that he __has, __has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he __has, __has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.</p> <p><i>For interpretation of the representation including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.</i></p>				
NO. OF CONTRACTOR EMPLOYEES: <input type="checkbox"/> 500 AND UNDER <input type="checkbox"/> OVER 500 <input type="checkbox"/> OVER 750 <input type="checkbox"/> OVER 1,000			STATE INCORPORATED IN:	
DATE		SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR		

APPENDIX D - CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX E - SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See *Appendix D-1, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC, FHWA, Caltrans, and their directors, commissioners, officers, representatives, agents and employees harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX E-1 - INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
_____	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
_____	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>MTC, FHWA, Caltrans and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.</p>
_____	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
_____	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
_____	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$2,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until

	expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
_____	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.

Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of MTC.

Notice of Termination: All Contractor policies shall provide that the insurance carrier shall give written notice to MTC at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC and any other additional insured.

Additional Provisions: Each policy or policies of insurance described in Commercial General Liability Insurance, above shall contain the following provisions:

- Inclusion of MTC, its commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
- Endorsement providing that such insurance is primary insurance and no insurance of MTC will be called on to contribute to a loss.

Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, Contractor shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Contractor agrees, upon written request by MTC, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to *Appendix D*, Indemnification.

Subcontractor's Insurance: Contractor shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Project Manager.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.

APPENDIX F - DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.

Consultant and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- B. If the contract has an under-utilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
 2. Asian-Pacific American
 3. Native American
 4. Women

- C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the **performance** of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.1 Prompt Payment of Funds Withheld to Subcontractors

MTC shall hold retainage from the prime Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime Consultant based on these acceptances. The prime Consultant, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Consultants and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.2 DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Contract Manager.
- 1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the MTC's Project Manager showing the amount paid to DBE trucking companies. The

Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

2) The Consultant shall also submit to the MTC's Project Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.

2.3 DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Consultant in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

2.4 Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

2.5 Performance of DBE Consultants and Other DBE Subcontractors/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
 - B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
 - C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
- 3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
 - 4. Debarment. In contracts over \$25,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
 - 5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is

longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.

6. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the MTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subcontractors is an independent obligation from the MTC's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the MTC.
- D. Any substitution of subcontractors must be approved in writing by the MTC's Project Manager in advance of assigning work to a substitute subcontractor.

7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.

8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

- 9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or Consultant purchases ownership under this Agreement.
- 10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).

11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

**APPENDIX F-1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(Signature of authorized official)

(Type/print name and title)

APPENDIX F-2 - CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, 2010.

By _____ (signature of authorized official)

(title of authorized official)

**APPENDIX F-3 - EXHIBIT 10-01 LOCAL AGENCY PROPOSER UDBE
COMMITMENT (CONSULTANT CONTRACTS)**

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: _____ MTC _____ LOCATION: _____ 101 8th Street, Oakland, CA _____

PROJECT DESCRIPTION: _____ Climate Initiatives Program School and Youth Outreach RFP

CONTRACT GOAL: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME:

[illegible]

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Proposal Award Date: _____

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

Print Name _____ Signature _____ Date _____

Date _____

(Area Code) Telephone Number: _____

For Caltrans Review:

Print Name	Signature	Date
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Caltrans District Local Assistance Engineer

Total Claimed
Participation

\$_____

%

Signature of Proposer

Date _____ (Area Code) Tel. No. _____

Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution: (1) Copy – If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER- UDBE COMMITMENT
(CONSULTANT CONTRACTS) (Revised 03/09)
ALL PROPOSERS:**

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Success Proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

APPENDIX F-4 - EXHIBIT 10-02 LOCAL AGENCY PROPOSER DBE INFORMATION (CONSULTANT CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: _____ MTC _____ LOCATION: _____ 101 – 8th Street, Oakland, CA 94607-4700 _____

PROJECT DESCRIPTION: _____ Climate Initiatives Program School and Youth Outreach RFP

TOTAL CONTRACT AMOUNT: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

[illegible]

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name	Signature	Date
Local Agency Representative		

(Area Code) Telephone Number: _____

Total Claimed
Participation

\$_____

%

Signature of Proposer

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

For Caltrans Review:

Print Name	Signature	Date
Caltrans District Local Assistance Engineer		

Local Agency Bidder - DBE Commitment(Rev 3/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS) (Revised 03/09)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

APPENDIX F-5 - UDBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

MTC established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of ____ for this Task Order. The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Name of Proposing Company	
Signature of Authorizing Official	
Date	

APPENDIX G, TASK ORDER PROCESS

Task Orders will be numbered sequentially and by Fiscal Year (FY). For example, the first Task Order signed by the parties will be Task Order #1/11. Amendments will be numbered #1/11-1, 1/11-2, etc. The period of performance shall be as set forth in the individual Task Order.

The process for developing, signing and tracking task orders is summarized as follows:

Step 1 – The MTC Project Manager (PM), or designee, prepares a draft Task Order, and determines the UDBE goal to issue to CONSULTANT. The PM may solicit feedback from CONSULTANT to facilitate drafting the Task Order.

Step 2* – CONSULTANT prepares a proposal in response to the draft Task Order. If the Task Order is issued with a UDBE goal the CONSULTANT ***must*** complete the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts forms attached as *Appendices F-3, F-4 and F-5*, respectively, according to the instructions in their entirety. This applies even if a CONSULTANT is a UDBE/DBE. The proposal should follow the Task Order Form format specified herein Appendix E-1.

Step 3* – The MTC PM reviews CONSULTANT's proposal to determine if it meets the objectives of the draft Task Order, if CONSULTANT's proposed costs are reasonable, and if the UDBE requirements have been met. The PM may solicit early feedback from the MTC Planning Director at this time, if necessary. Any changes to the draft Task Order deemed appropriate by MTC shall be incorporated in a draft Final Task Order.

Step 4* – The MTC PM forwards the draft Final Task Order to the MTC Contract Administrator for review and approval.

Step 5* – Once approved, the MTC PM forwards two copies of the Task Order to the MTC Director of Planning for review and approval.

Step 6* – The MTC Director of Planning signs both copies of a Final Task Order to signify approval and returns them to the MTC PM.

Step 7 – The MTC PM sends both copies of the signed Final Task Order to CONSULTANT, who signs both copies and returns one to the MTC PM.

Step 8 – The MTC PM sends one copy of the fully executed Task Order to the MTC Task Lead who initiates work, and sends another copy to MTC Accounting to encumber funds against the Task Order. The MTC PM keeps the original fully-executed Task Order for the official project record.

Step 9 – The MTC PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

Step 10 – Once the MTC PM determines the Task Order is complete, the MTC PM will send written notification to CONSULTANT that the Task Order is complete and that all associated invoices are due to MTC within 30 days. Any balance of budget is made available to spend on future task orders at the MTC PM's discretion.

Step 11 – The MTC PM will annually assess the need for a Contract audit.

**The MTC Project Manager may revise the Task Order and/or CONSULTANT may be asked to revise the proposal based on feedback received during Steps 2 through 6.*

APPENDIX G-1
Sample Task Order

1. Task Order No. (include FY)	Example: 1-09; 2-09
2. Title of Task:	
3. MTC Task Lead (if different from MTC Project Manager):	
4. Description of work:	<i>Summarize key task expectations. For more information, see attached <u>Task Order Budget and Schedule</u> and <u>Detailed Description of Work (attached)</u>.</i>
5. Original Maximum Payment:	
6. Amended Maximum Payment:	Include each amendment to maximum payment, by amendment number, for particular fiscal year.
7. Completion Date:	Date Schedule attached.
8. Payment terms:	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Deliverables
9. DBE Participation, if any (firm name and \$ amount):	
10. DBE Participation to date this fiscal year: (\$ amount and % of Agreement maximum payment):	

7. Payment Terms

A. Time and Materials

	<u>Name/Position</u>	<i>Est. Hrs</i>	<i>Hrly Rate</i>	<i>Total Cost*</i>
1.				\$1
2.				\$1
Total:				\$2.00

**Due upon satisfactory completion as determined by the MTC Project Manager.*

B. Deliverables-based.

	<u>Deliverable</u>	<i>Total Cost*</i>
1.		\$1
2.		\$1
Total:		\$2.00

**Due upon satisfactory completion as determined by the MTC Project Manager.*

METROPOLITAN TRANSPORTATION
COMMISSION

COMPANY NAME

Randy Rentschler, Director of Legislation and
Public Affairs
Date:

Signator Name, Title

Date

Task Order Schedule

<u>Deliverable/Milestone</u>		<u>Due Date</u>
		Date

Detailed Description of Work